UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MONSANTO COMPANY and
MONSANTO TECHNOLOGY LLC,

Plaintiffs,

v.

E.I. DU PONT DE NEMOURS AND CO. and
PIONEER HI-BRED INTERNATIONAL, INC.,

Defendants.

Case No. 09-cv-0686 (ERW)

EXHIBIT B

November 29, 2010 Letter to
Amy Mauser from John Rosenthal

MEMORANDUM IN SUPPORT OF DEFENDANTS' THIRD MOTION TO COMPEL

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November 29, 2010

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Amy J. Mauser
Boies, Schiller & Flexner LLP
5301 Wisconsin Ave., NW
Washington, DC 20015

Re: *Monsanto Company v. EI DuPont De Numerous and Co.*
Case No.: 4:09-CV-00686 (ERW)

Dear Amy:

This is in response to your letter of November 24, 2010 regarding certain documents relating to agreements with Syngenta and Dow concerning the Roundup Ready 2 Yield. As we understand the Second Amended Counterclaims, Defendants have asserted various Section 1 and Section 2 claims based on the allegation that Monsanto has foreclosed DuPont's ability to compete in generic Roundup Ready or stacks of such by forcing independent seed companies to switch from Roundup Ready 1 Soybeans to Roundup Ready 2 Yield Soybeans. We do not see how the agreements with Dow or Syngenta are germane to those allegations, and therefore, we have not produced such agreements or the related correspondence. We would be happy to reconsider our position to the extent you can explain the relevance of such agreement to claims in the Second Amended Counterclaims.

In terms of the documents between Dow and Monsanto relating to such agreement, we fail to see how every document relating to those negotiations are relevant here. Again, if you could explain their relevance and potentially narrow the categories of correspondence sought, we would be happy to reconsider our position.

Finally, in the event that Monsanto were to agree to produce such documents, the documents would have to be produced for outside counsel only and with royalty information redacted.

Please let us know whether you would be agreeable to the production of those documents on that condition.

Sincerely,

John J. Rosenthal